Tuolumne County



Request for Proposals

Installation of Monitoring Wells and Abandonment of Existing Monitoring Wells at the Big Oak Flat (Groveland) Landfill

April 25, 2014

Tuolumne County
Community Resources Agency
Solid Waste Division
2 South Green Street
Sonora, CA 95370

Table of Contents

NOTICE	Page 1
SECTION I – Project Summary	Page 1
SECTION II – Scope of Work	Page 1
SECTION III – Proposal	Page 2
SECTION IV -Selection Process	
SECTION - Additional Information	Page 3
EXHIBIT A: Well Specifications and Project Details	,
EXHIBIT B: Sample Agreement	
EXHIBIT C: Cost Proposal	

NOTICE

By way of this Request for Proposals (RFP), the Tuolumne County Community Resources Agency Solid Waste Division ("County") intends to select a well drilling firm ("Contractor") to drill 5 new monitoring wells and abandon 2 existing monitoring wells at the Big Oak Flat (Groveland) Landfill.

A, pre-proposal meeting at the site will be held <u>Wednesday April 30, 2014 at 10:00 am</u> at the Big Oak Flat (Groveland) Landfill. Please notify Dan Hambrick at (209) 533-5577 if you plan on attending the pre-proposal meeting. Prospective proposers shall direct all questions in writing by <u>May 5, 2014</u> to:

Dan Hambrick Community Resources Agency Solid Waste Division 48 W. Yaney (mail: 2 S. Green Street) Sonora, CA 95370

E-mail: dhambrick@co.tuolumne.ca.us
Cc: mlaird@co.tuolumne.ca.us
dbarlow@co.tuolumne.ca.us

An addendum with written answers will be provided by May 6, 2014.

SECTION I - Project Summary

The Groveland Landfill located at 10700 Merrell Road in Groveland, California, operated as a burn dump from 1967 to 1975. After 1975 the landfill was operated as a municipal solid waste landfill until May 2001. The landfill was capped and closed in 2002. In 1990 two (2) ground water monitoring wells, GMW-2 and GMW-3, were installed. An additional monitoring well, GMW-1A, was installed in 2000. Two of the original monitoring wells collapsed and were rehabilitated in 2005. In a review of the County's Waste Discharge Requirements, the California Regional Water Quality Control Board (CRWQCB) determined that the rehabilitated wells are not compliant with current Title 27 regulations. The existing monitoring wells cannot be modified to meet the standards; therefore, it is necessary to drill new monitoring wells. The two (2) rehabilitated monitoring wells GMW-2 and GMW-3 will be abandoned. All work must be completed by May 30, 2014 unless an extension is received by the CRWQCB.

The site of one well is at the base of the landfill, down a narrow paved road. There is no level landing for parking a drill rig. The second location, where two wells will be drilled, is on the side of the landfill and there is a level parking spot. The Groveland Transfer Station is also located on this property. It is an operational transfer station open two days a week on Wednesdays and Saturdays. The landfill is located beyond the transfer station and is fully enclosed with a fence and gate.

SECTION II - Scope of Work (see Exhibit A for well specifications and project details)

Task 1 - Well Drilling

Well drilling permits and well abandonment permits will be obtained by the County.

Drill five (5) separate wells on the landfill property:

- One (1) shallow monitoring well approximately 20 feet deep to monitor the weathered/unweathered interface to be installed uphill from GMW-2.
- One (1) monitoring well to first water bearing fracture, approximately 55 feet deep, to be installed near the shallow well near GMW-2.
- One (1) monitoring well approximately 175 feet deep to be installed near the shallow well near GMW-2.
- One (1) shallow monitoring well approximately 20 feet deep to monitor the weathered/unweathered interface to be installed near GMW-3.
- One (1) monitoring well to first water bearing fracture, approximately 175 feet deep, to be installed near the shallow well near GMW-3.

• The ground around the wells shall be protected to prevent any contamination to the surrounding ground or wells from possible leaks in vehicles and equipment used to perform the work.

Task 2 – Existing Pump Removal and Abandonment of two (2) existing wells.

- Remove the existing pumps and ancillary tubing from GMW-2 and GMW-3. Protect the pumps for re-use in the new monitoring wells.
- Abandon GMW-2 and GMW-3 according to State regulations, the requirements of this RFP, and the requirements of the Tuolumne County drilling permit.
- The ground around the wells shall be protected to prevent any contamination to the surrounding ground or wells from possible leaks in the vehicles and equipment used to perform the work.

Task 3 - Well Development and Pump Installation

- No sooner than 48 hours after installation, the new monitoring wells shall be developed.
- Well development shall be performed by surging, bailing, pumping, swabbing, or a combination of techniques. Air-lifting shall not be performed without prior County authorization.
- Procure one (1) new pump and ancillary materials in accordance with the requirements of this RFP.
- Clean and decontaminate the existing pumps.
- Install the new pump and the pumps removed from GMW-2 and GMW-3 opposite the screened intervals in new wells GMW-2A, GMW-2B, and GMW-3A. Test the pump installations to confirm they are working properly.

SECTION III - Proposal

Technical Proposal

The technical proposal shall include Contractor's qualifications and ability to perform the scope of work as stated in Section II of this RFP and in Exhibit A. It shall also address the Contractor's ability to complete the required tasks of the scope of work within the project deadlines. The technical proposal shall include the following:

- **A.** List all subcontractors providing services to the Contractor for the completion of the scope of work. Include the names, addresses, and current telephone numbers of the firm and the name of the key representative assigned.
- **B**. Identify the measures that will be taken to avoid any ground or well contamination by Contractor's or subcontractors vehicles or equipment.
- C. Identify any supplemental tasks deemed necessary and recommend alternatives which may enhance the Project, reduce cost, or expedite delivery.
- **D**. Provide a copy of C-57 license.
- E. Provide a schedule to complete the work. The new wells must be completed, developed, and the pumps installed by May 30, 2014. It is preferred that the existing wells be abandoned by this time, although an extension to the completion date will be considered for abandonment if not feasible by May 30th.

Form of Agreement

The selected Contractor must execute the Tuolumne County Standard Agreement for Professional Services attached hereto as Exhibit B to this RFP.

Insurance Requirements

Contractor will be required to maintain, throughout the term of any contract work, insurance of the type and amount indicated in the Tuolumne County Standard Agreement for Professional Services.

Cost Proposal

In addition to the technical proposal, Contractor shall submit a cost proposal attached hereto as Exhibit C, for the project in a sealed envelope.

Submittal of Proposals

In addition to the above information, the following specific criteria shall be met:

- Proposal must be submitted in a sealed soft envelope clearly marked "Installation of Monitoring Wells and Abandonment of Monitoring Wells at the Big Oak Flat (Groveland) Landfill" and the Contractor's name must be on the outside of the courier envelope.
- Do not bind or use binders; please use binder clip or staple pages of proposal together and seal in a courier envelope.
- Proposal must be submitted by the date and time specified in this RFP. Late submittals will not be accepted. Email, oral and/or facsimile submittals will not be accepted.

Proposing Contractors shall submit three (3) hard copies of their Proposal. Proposals must be addressed to and mailed, delivered by courier or hand delivered to:

Dan Hambrick
Community Resources Agency
Solid Waste Division, 4th Floor
48 W. Yaney (mail: 2 S. Green Street)
Sonora, CA 95370

Proposals must be received and date stamped by no later than 2:00 p.m. on Friday, May 9, 2014. The County has no authority to accept proposals submitted after the above date and time, and will return any unopened proposals which are received late.

SECTION IV - Selection Process

A Selection Committee will review each Proposal and recommend awarding the contract to the respondent whose proposal is deemed to be in the best interest of the County. Selection will be based upon the following criteria:

Qualifications	30%
Project Schedule (firms must demonstrate ability to meet project deadline)	40%
Cost Proposal	30%
Total	100%

SECTION V - Additional Information

Fee and Method of Payment

County will execute a contract for a not-to-exceed fee for the complete project, after selection of the Contractor. Payments will be made upon completion of the project and after the submittal of an itemized invoice. Invoices submitted without appropriate supporting documentation will be returned unpaid.

Policy

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended accordingly, 49 CFR through Appendix H and 23 CFR 710.405 (b).

This RFP does not obligate the County to award a contract, nor does it commit the County to pay for any costs associated with the preparation and submittal of a proposal. The scope of work is subject to modification as work progresses on each element.

Contacts

Project Manager:

Dan Hambrick Community Resources Agency

Solid Waste Division 4th Floor 48 W. Yaney (mail: 2 S. Green Street) Sonora, CA 95370

E-mail: dhambrick@co.tuolumne.ca.us

Schedule of Events

•	Request for Proposals circulated	April 25, 2014
•	Pre-proposal meeting	April 30, 2014
•	Questions due in writing.	May 5, 2014
•	Addendum issued.	May 6, 2014
•	RFP Proposal Submittal Deadline	May 9, 2014
•	Contractors Notified of Selection Status	May 12, 2014
•	Contract Executed (tentative)	May 14, 2014
•	Completion Date of Project	May 30, 2014

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EXHIBIT A Scope of Work

Task 1 - Well Installation

- 1. Monitoring Well installation permits will be obtained by the County. A total of five (5) monitoring wells will be installed. The Contractor is advised that no water is available at this site.
- 2. Mobilize equipment and materials to the Groveland Landfill.
- 3. Install three (3) separate monitoring wells in a cluster near the site of GMW-2. Figure 2-4 shows the approximate depth and well construction details for this well. Actual depths and screened intervals will be determined in the field.
 - A. Install GMW-2V as a shallow, approximately 20 feet, monitoring well into the weathered/unweathered bedrock interface.
 - B. Install GMW-2A to the first encountered water bearing fracture which is estimated to be at approximately 55 feet.
 - C. Install GMW-2B to the second water bearing fracture which is estimated to be at approximately 175 feet.
 - Install two (2) separate monitoring wells in a cluster near the site of GMW Figure 2-5 shows the approximate depth and well construction details for this well. <u>Actual depths and screened intervals will be determined in the field.</u>
 - A. Install GMW-3V as a shallow, approximately 20 feet, monitoring well into the weathered/unweathered bedrock interface.
 - B. Install GMW-3A to the first water bearing fracture which is estimated to be at approximately 175 feet.
 - 5. All borings shall be at least 6 inches in diameter and shall be advanced by air rotary techniques.
 - The borings will be advanced to the target depth and sounded to confirm the final depth of the boring. The borings will be logged in the field by County representatives. Drill cuttings may be left at the locations of the borings.
 - 7. Approximately 6 inches of washed #3 sand will be tremied into the open boring. The depth of the boring shall be sounded to confirm the sand has not bridged and that approximately 6 inches of sand is present in the bottom of the boring.

- 8. The wells shall be constructed using 2-inch diameter Schedule 80 PVC blank casing and prefabricated Schedule 80 PVC screen with .020-inch slots. The well casing and screen sections shall be connected with flush threads; PVC couplings and cement will not be permitted to be used in any well.
- 9. A bottom cap shall be placed on the bottom of the screen section prior to placing the casing in the well. One or more centralizers shall be placed a minimum of ten feet above the well screen in the deeper wells. A PVC cap will be placed on top of the well casing.
- 10. Washed #3 filter pack sand shall be tremied into the annular space around the well casing. The sand pack will extend 1 foot above the top of the screen and the amount of sand used for this procedure shall be recorded. The final thickness of the sand pack shall be measured and recorded to confirm that the sand has not bridged during installation.
- Pursuant to RWQCB direction, a 1-ft-thick layer of fine sand shall be tremied on top of the filter pack sand and measured to confirm its in-place thickness.
- 12. A bentonite seal shall be constructed using dry bentonite chips or pellets on top of the filter pack. The bentonite seal shall be 5 feet thick in the "A" and "B" borings. The bentonite seal shall be 2 feet thick in the "V" borings. The top of each bentonite seal shall be measured and recorded to confirm that the bentonite has not bridged during installation.
- 13. The upper portion of each boring shall be sealed to the ground surface using cement-bentonite grout. The cement-bentonite grout will be tremied in the "A" and "B" borings. The cement-grout may be tremied or poured into the "V" borings.
- 14. Depending on the monitoring well location, the wells will be completed at the ground surface with a concrete pad that is sloped to drain and a locking steel or HDPE standpipe. If completed in the existing roadway, the wells will be completed below grade using a secured Christy box.

Task 2 – Develop New Wells and Re-install Pumps

- 1. Well development is assumed to be required for GMW-2A, GMW-2B, and GMW-3A. GMW-2V and GMW-3V are expected to be dry. Contractor shall include contingency development costs for the shallow wells in the event water is encountered.
- 2. Development work shall be performed no sooner than 48 hours after well installation.

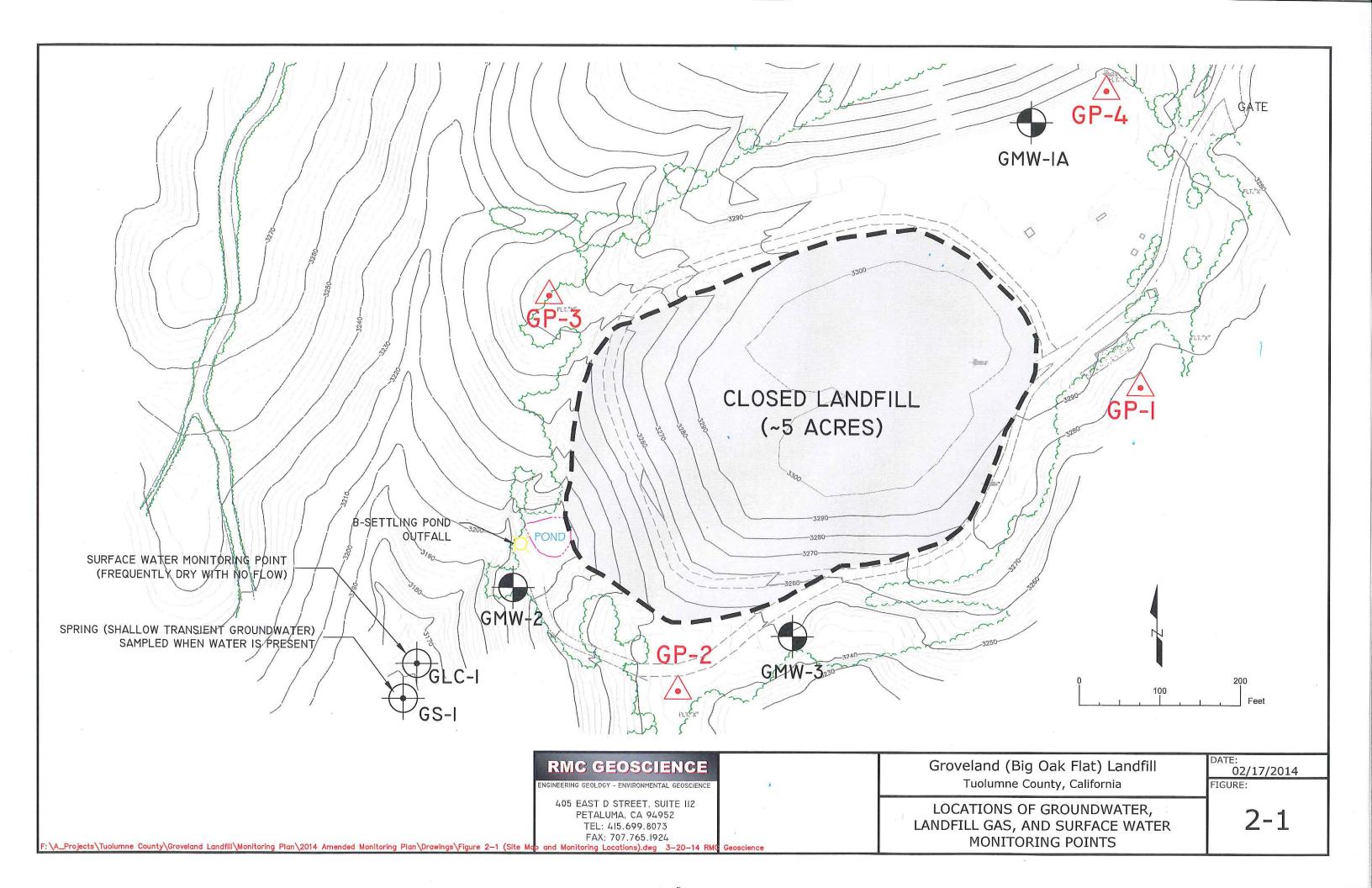
- 3. Wells may be developed by a combination of surging, bailing, or pumping to remove sediment from the well casings. Air-lifting may be used to remove sediment (if any) from wells GMW-2V and GMW-3V.
- 4. Well development water will be monitored and recorded by County representatives during development. Development shall continue until monitoring parameters have stabilized as directed by the County representatives.
- 5. Remove pumps from wells GMW-2 and GMW-3, and set aside for placement in new wells GMW-2A and GMW-3A.
- 6. Procure new pump for new well GMW-2B to include:
 - A. QED MicroPurge bladder pump with PVC construction and Dura-Flex Teflon bladder. 300 ft maximum depth and 3/8-in discharge. The pump shall be flow tested and lab certified for purity by the manufacturer. (QED Part No. P1101M).
 - B. PVC inlet screen for P1101M pump. (QED Part No. 37789).
 - C. 2-in well cap designed for ¼-in air supply and 3/8-in discharge tubing. Include dust cover (QED Part No. C26).
 - D. 3/8-in Dura-Flex discharge adapter, 3' length, with reusable tubing lock ring. (QED Part No. 37740).
 - E. 420 ft Teflon-lined polyethylene tubing, twin bonded design. 3/8-in OD sample tube with 1/4-in OD air line (QED Part No. PT5000).
- 7. Re-install existing pumps in GMW-2A and GMW-3A. Install new pump in GMW-2B. Set pumps opposite well screens or as directed by the County.
- 8. Test pumps and provide all QED documentation and O&M manuals to County.

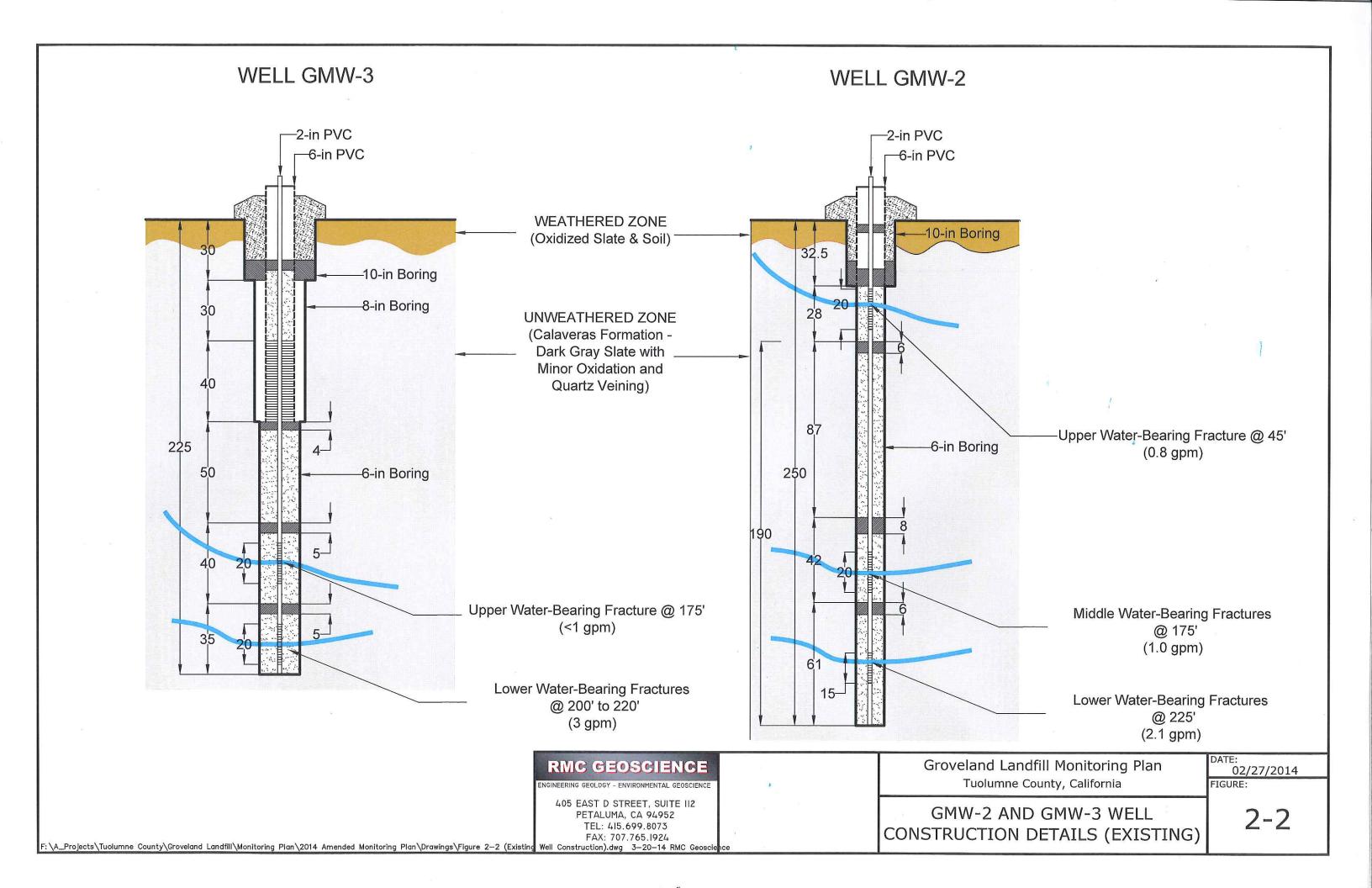
Task 3 – Abandon Existing Wells GMW-2 and GMW-3 to be completed after new wells are functioning.

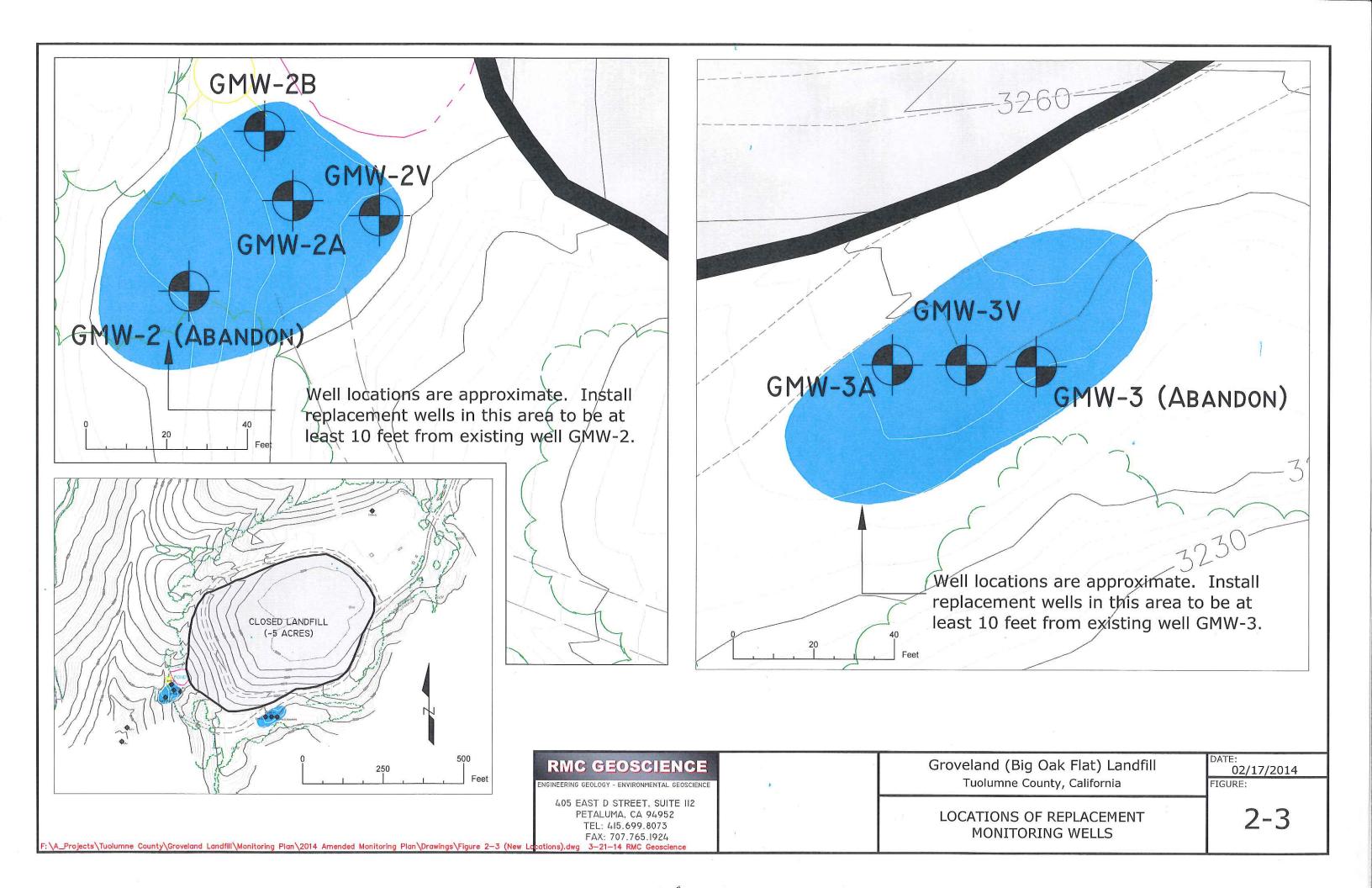
- Well abandonment permits will be obtained by the County.
- 2. Abandon monitoring well GMW-2:
 - A. Pressure grout the 2 inch well casing with cement-bentonite grout from the bottom at 250 feet below the ground surface to 5 feet below ground surface. Pressure shall be sufficient force grout through the 0.020-in slots in the existing casing. Record the amount of cement-bentonite grout used. (As an alternative, the well may be abandoned by over-drilling the entire casing and surrounding filter pack and sealing material and then backfilling the

boring with cement-bentonite grout, at the County's discretion.) The Contractor's cost proposal should include costs for both methods.

- B. Remove the existing steel standpipe and concrete collar.
- C. Drill out the upper 6 feet of well casing and fill to the ground surface with cement bentonite grout. Existing GMW-2 conditions are shown in Figure 2-2. Drill cuttings may be left next to the well.
- 3. Abandon monitoring well GMW-3:
 - A. Pressure grout the 2 inch well casing with cement-bentonite grout from the bottom at 225 feet below the ground surface to 5 feet below ground surface. Pressure shall be sufficient force grout through the 0.020-in slots in the existing casing. Record the amount of cement-bentonite grout used. (As an alternative, the well may be abandoned by over-drilling the entire casing and surrounding filter pack and sealing material and then backfilling the boring with cement-bentonite grout at the County's discretion.) The Contractor's cost proposal should include costs for both methods.
 - B. Remove the existing steel standpipe and concrete collar.
 - C. Drill out the upper 5 feet of well casing and fill up to the ground surface with cement bentonite grout. Existing GMW-3 conditions are shown in Figure 2-2. Drill cuttings may be left next to the well.



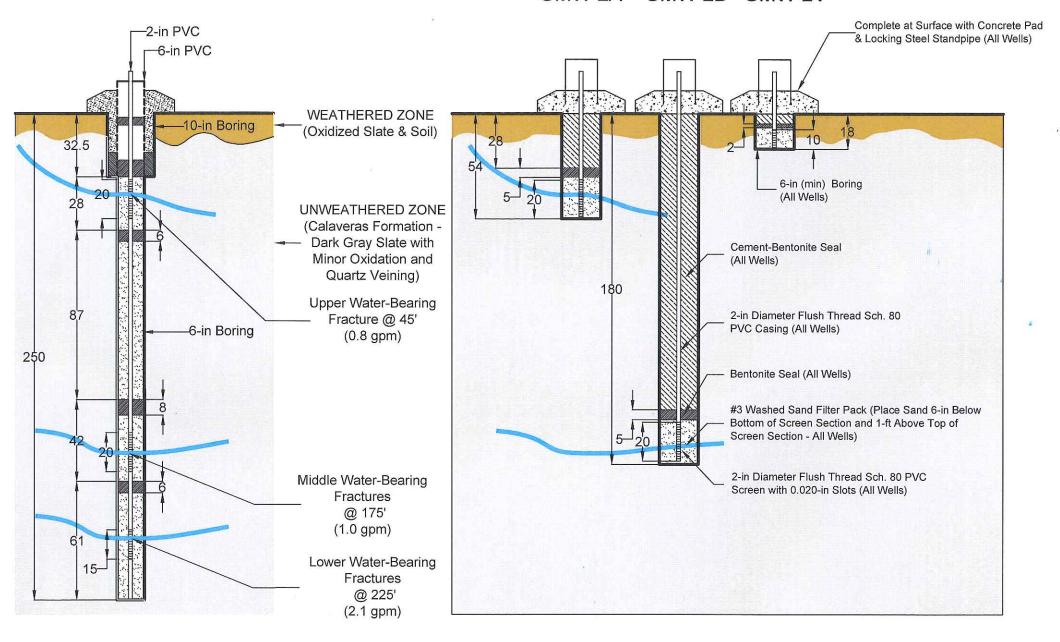




GMW-2 EXISTING CONDITIONS

CLUSTERED MONITORING WELLS

GMW-2A GMW-2B GMW-2V





FAX: 707.765.1924

Groveland Landfill Monitoring Plan
Tuolumne County, California

DATE: 02/27/2014 FIGURE:

GMW-2 MODIFICATION DETAILS

2-4

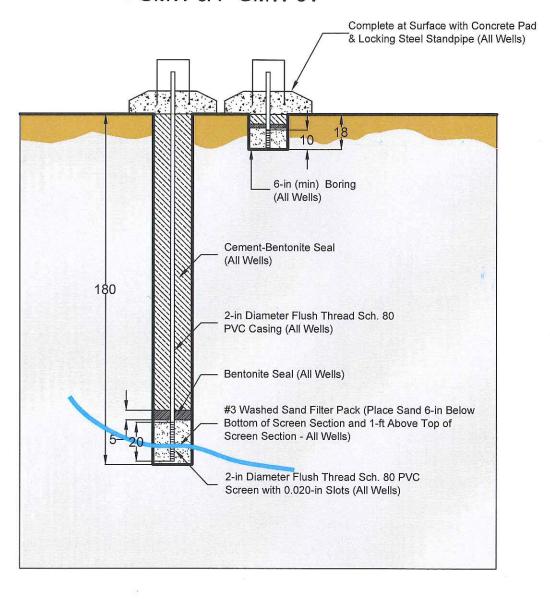
D: \2014 Amended Monitoring Plan \Drawings \Figure 2-3 (GMW-2 Modifications).dwg 3-25-14 rmitc_000

EXISTING WELL GMW-3

-2-in PVC -6-in PVC WEATHEREDIZONE (Oxidized Slate & Soil) -10-in Boring -8-in Boring **UNWEATHERED ZONE** (Calaveras Formation -Dark Gray Slate with Minor Oxidation and Quartz Veining) 225 -6-in Boring Upper Water-Bearing Fracture @ 175' (<1 gpm) Lower Water-Bearing Fractures @ 200' to 220' (3 gpm)

CLUSTERED MONITORING WELLS

GMW-3A GMW-3V



|--|

ENGINEERING GEOLOGY - ENVIRONMENTAL GEOSCIENCE

405 EAST D STREET, SUITE II2 PETALUMA, CA 94952 TEL: 415.699.8073 FAX: 707.765.1924 Groveland Landfill Monitoring Plan
Tuolumne County, California

DATE: 02/27/2014 FIGURE:

GMW-3 MODIFICATION DETAILS

2-5

FAX: 707.765.1924
F: \A_Projects\Tuolumne County\Groveland Landfill\Monitoring Plan\2014 Amended Monitoring Plan\Drawings\Figure 2-5 (GMW-3 Modifications).dwg 3-21-14 RMC Geoscience



EXHIBIT B

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement ("Agreement") is made and entered into this day of May, 2014 by and between the County of Tuolumne ("County") and, a("Contractor") pursuant to the following terms and conditions.
ARTICLE I STATEMENT OF WORK
The work to be performed under this Agreement is described in the Scope of Work as described in the County's Request for Proposals dated April 25, 2014 and the Contractor's Technical Proposal and Cost Proposal dated
("Project"). The County's Scope of Work and the Contractor's approved Technical Proposal are attached hereto as Attachment A and incorporated herein by reference. The Contractor's approved Cost Proposal is attached hereto as Attachment B and incorporated herein by reference. If there is any conflict between the Scope of Work, the Technical Proposal, the Cost Proposal and this Agreement, the provisions of this Agreement shall control.
ARTICLE II PROJECT MANAGERS
A. Contractor shall designate a Project Manager who at all times shall represent Contractor in its relationship with County on matters related to this Agreement.
1. Contractor's Project Manager is
2. County's Project Manager is Dan Hambrick.
B. Contractor's Project Manager shall meet with County's Project Manager, as needed, to discuss progress on this Agreement.
ARTICLE III PERFORMANCE PERIOD
Contractor shall commence work after receiving written notification to proceed from County's Project Manager. This Agreement shall end on, unless extended by Agreement amendment.
ARTICLE IV ALLOWABLE COSTS AND PAYMENTS
A. The consideration to be paid Contractor as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, unless otherwise expressly so provided.
B. Contractor shall be paid and reimbursed for costs a sum not to exceed \$ In the event unforseeable circumstances arise which would cause an increase compensation above the "not to exceed" amount, Contractor shall contact the County's Project Manager to obtain the County's written pernission prior to incurring additional costs.
C. Contractor shall not commence performance of work or services until notification to proceed has been issued. by the County's Project Manager. No payment will be made for any work performed prior to the issuance of the notice to proceed.

D. Contractor will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Project Manager of itemized invoices. Invoices shall include a brief description of the services performed and the date the services were performed, Invoices shall be mailed to County's Project Manager at the following address:

Dan Hambrick County of Tuolumne Solid Waste Division 2 South Green Street Sonora, CA 95370

- E. Payment by County under this Agreement shall not be deemed a waiver of defects, even if such defects were known to County at the time of payment.
- F. Notwithstanding any provisions of this Agreement, payment to Contractor shall not relieve Contractor of liability to County for damages sustained by County because of any breach of this Agreement by the Contractor, and County may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due County from Contractor is determined.
- G. All subcontracts in excess of \$25,000 shall contain the provisions of this Article.

ARTICLE V STATE PREVAILING WAGE RATES

Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code section 1770, and all federal, state, and local laws and ordinances applicable to the work.

ARTICLE VI INSPECTION OF WORK

Contractor and any subcontractor shall permit County to review and inspect the Project activities and files at all reasonable times during the performance period of this Agreement, including review and inspection on a daily basis.

ARTICLE VII SAFETY

- A. Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment or procedures. Contractor shall comply with safety instructions issued by the County Safety Officer and other County representatives. Contractor personnel shall wear hard hats and safety vests at all times while working on the Project site.
- B. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

ARTICLE VIII NOTIFICATION

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either delivered personally, transmitted by facsimile machine or sent prepaid, first class United States mail. Any such writing shall be addressed or transmitted to the other party at the address, location or facsimile number set forth below. Either party may change its address, location or facsimile number by notifying the other party of the change in writing. Notice shall be deemed received when (1) delivered personally, (2) transmitted by facsimile, or (3) 48 hours from the time of deposit in a United States mail box if mailed as provided in this Article.

County:

Contractor:

Primary Contact:

Dan Hambrick

Organization:

County of Tuolumne 2 South Green Street

Address:

Sonora, CA 95370

PHONE:

(209) 533-5577

FAX:

(209) 533-5698

ARTICLE IX GENERAL PROVISIONS

- A. <u>Professional Ability of Contractor</u>. Contractor represents and warrants to County that it has all of the necessary professional capabilities and experience, as well as all tools, instruments, facilities, and other resources necessary to provide County with the services contemplated by this Agreement. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
- B. <u>Licenses</u>. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.
- C. <u>Independent Contractor</u>. Contractor and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of County. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Contractor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by Contractor are performing in that capacity for and on behalf of Contractor and not County. County shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.
- D. <u>Controlling Law Venue</u>. This Agreement and all matters relating to it shall be governed by the laws of the State of California. This Agreement shall be deemed to have been made and is to be performed in County of Tuolumne. In any action brought relating to this Agreement, proper venue shall be the Tuolumne County Superior Court.
- E. <u>Partial Invalidity</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- F. <u>Waiver</u>. No failure on the part of County to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder. A waiver by County of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
- G. <u>Litigation Expenses and Attorneys' Fees</u>. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses and attorneys' fees.
- H. <u>Headings</u>. Article and paragraph headings shall not affect the scope, meaning, intent or applicability of the provisions therein.

ARTICLE X AMENDMENT

- A. This Agreement may be amended or modified only by mutual written agreement of the parties and approved as to legal form by the County Counsel.
- B. Contractor shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Project Manager.

PHONE:

(209) 533-5577

FAX:

(209) 533-5698

ARTICLE IX GENERAL PROVISIONS

- A. <u>Professional Ability of Contractor</u>. Contractor represents and warrants to County that it has all of the necessary professional capabilities and experience, as well as all tools, instruments, facilities, and other resources necessary to provide County with the services contemplated by this Agreement. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Agreement, All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
- B. <u>Licenses</u>. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.
- C. <u>Independent Contractor</u>. Contractor and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of County. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Contractor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by Contractor are performing in that capacity for and on behalf of Contractor and not County. County shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.
- D. <u>Controlling Law Venue</u>. This Agreement and all matters relating to it shall be governed by the laws of the State of California. This Agreement shall be deemed to have been made and is to be performed in County of Tuolumne. In any action brought relating to this Agreement, proper venue shall be the Tuolumne County Superior Court.
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- F. <u>Waiver</u>. No failure on the part of County to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder. A waiver by County of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
- G. <u>Litigation Expenses and Attorneys' Fees</u>. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses and attorneys' fees.
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ARTICLE X AMENDMENT

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- B. Contractor shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Project Manager.

ARTICLE XI ASSIGNMENT AND SUBCONTRACTING

- A. The parties recognize that a substantial inducement to County for entering into this Agreement is the professional reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the prior written consent of County.
- B. Contractor shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by County's Project Manager, except that which is expressly identified in the approved Technical Proposal and Cost Proposal. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
- C. Any substitution of subcontractors must be approved in writing by County's Project Manager.
- D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

ARTICLE XII INDEMNIFICATION

Contractor shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorneys' fees, County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this Article shall exist regardless of concurrent negligence or willful misconduct on the part of County or any other person; provided, however, that Contractor shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of County.

If such indemnification becomes necessary, the County Counsel for County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend County. This indemnification clause shall survive the termination or expiration of this Agreement.

ARTICLE XIII INSURANCE

Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies with insurers licensed in the State of California and possessing a Best's rating of no less than A:VII. The policies or certificates thereof shall provide that thirty (30) days prior to cancellation or material change in the policy, notices of the same shall be given to County by certified mail, return receipt requested, for all of the following stated insurance policies:

- A. <u>Workers' Compensation Coverage:</u> Workers' Compensation Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.
- B. <u>General Liability Coverage:</u> Commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury and \$100,000 per occurrence for property damage.
- C. <u>Automobile Liability Coverage:</u> Automobile liability insurance covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an

amount of not less than one million dollars (\$1,000,000) for each occurrence of bodily injury and \$100,000 per occurrence for property damage.

- D. <u>Professional Liability Coverage:</u> Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of two million dollars (\$2,000,000).
- E. <u>General Requirement:</u> If a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- F. <u>Policy Endorsements:</u> Each insurance policy, except Workers' Compensation and Professional Liability, shall be endorsed with the following specific language:
 - 1) The County of Tuolumne, its elected and appointed officials, officers, employees, agents and volunteers ("Additional Insured") are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.
 - 2) This policy shall be considered primary insurance as respects the Additional Insured (to the extent of the Contractor's negligence in the performance of its services under this Agreement), and shall include no special limitations to coverage provided to additional insured. Any insurance maintained by County, including any self-insured retention County may have, shall be considered excess insurance only and shall not contribute with it.
 - 3) This insurance shall act for each insured and Additional Insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 4) The insurer waives all rights of subrogation against Additional Insured.
 - 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured.
 - 6) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by County.
- G. <u>Deductibles and Self-insured Retentions:</u> Any deductibles or self-insured retentions must be declared to and approved by County. At County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- H. Evidence of Insurance and Endorsements: Contractor shall provide evidence of required insurance with original endorsements to County as may be required by the County Risk Manager. Evidence of such insurance shall be filed with County on or before commencement of performance of this Agreement. Current proof of insurance shall be kept on file with County at all times during the term of this Agreement.
- I. <u>Unsatisfactory Policies:</u> If at any time any of the said policies or endorsements shall be reasonably unsatisfactory to the County Risk Manager, as to form or substance, or if a company issuing such policy shall be reasonably unsatisfactory to the County Risk Manager, Contractor shall promptly obtain a new policy, submit the same to the County Risk Manager for approval and submit a certificate thereof as herein provided.
- J. <u>Failure to Comply:</u> Upon failure of Contractor to furnish, deliver or maintain such insurance and evidence of the same as above provided, this Agreement, at the election of County, may be forthwith declared suspended, or terminated. Failure of Contractor to obtain and/or maintain any required insurance shall not relieve Contractor from any liability under this Agreement.

ARTICLE XIV DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of County's Project Manager, Director of the Community Resources Agency and the County Administrative Officer who may consider written or verbal information submitted by the Contractor.
- B. Not later than thirty (30) days after completion of all work under this Agreement, Contractor may request review by the County Board of Supervisors of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse Contractor from full and timely performance in accordance with the terms of this Agreement.

ARTICLE XV TERMINATION

- A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity.
- B. County reserves the right to terminate this Agreement for convenience upon fifteen (15) calendar days' written notice to the Contractor. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, at the rates set forth in Attachment B.
- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this paragraph, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.
- D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Article I, Statement of Work. In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor on the Project prior to the termination date and which remain unacceptable to County as of the termination date.

ARTICLE XVI RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Public Contract Code section 10115 et seq. and 21 CCR section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code section 8546.7; the Contractor, subcontractors, and County shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The County shall have access to any books, records, and documents of Contractor that are pertinent to this Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, County may, by written request, require that custody of the records be given to County. Access to such records and documents shall be granted to any party authorized by Contractor's representatives, or Contractor's successor-in-interest.
- C. Subcontracts in excess of \$10,000 shall contain the provisions of this Article.

ARTICLE XVII NON-DISCRIMINATION

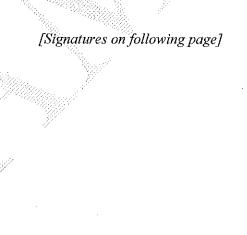
A. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race,

color, religious creed, ancestry, national origin, age, sex, marital status, sexual orientation, medical condition or disability, or usage of family medical care leave or pregnancy leave. Contractor and subcontractors shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in 2 CCR section 8101 et seq. are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- B. Contractor shall include the nondiscrimination and compliance provisions of this Article in all subcontracts to perform work under this Agreement.
- C. Contractor's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Contractor has, unless exempt, complied with the nondiscrimination program requirements of Government Code section 12990 and 2 CCR section 8103.

ARTICLE XVIII ENTIRE AGREEMENT

This Agreement constitutes the entire agreement which is made and concluded in duplicate between the two parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. Contractor has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and material needed, and its making of this Agreement is based on such independent investigation and research. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.



ARTICLE XIX SIGNATURES

IN WITNESS	WHEREOF,	the parties	have cause	d this	Agreement,	consisting	of	page	s, including
this page, to be					•	_			•

County of Tuolumne		Co	ntractor	
Craig Pedro County Administrator	Date	•	President / CEO	Date
:				
Approved As to Legal Form:			Secretary / Treasurer	Daté
Carlyn Drivdahl Deputy County Counsel	Date			
Deputy County Counsel			Corporate Seal	
		Co	ntractor's Federal ID#	
Attachments:	- 6 X Y - 1 1 T		1	
Attachment A, Scope Attachment B, Cost Pi	\$35	icai Propo	sai	

EXHIBIT C

GROVELAND LANDFILL WELL INSTALLATION AND ABANDONMENT COST PROPOSAL						
ITEM	UNITS	AMOUNT	UNIT COST	EXTENDED COST		
Mobilization and Demobiliation (Including Site Preparation, if Necessary)	LS*					
Drill and Install New Monitoring Wells (Complete)	Feet	450				
Develop New Wells	LS					
Remove Existing Pumps, Procure New Pump, Install in Wells, and Test	LS					
Abandon Existing Wells				<i>;</i>		
Alternative 1 - Abandon Existing Wells by Pressure Grouting (Complete)	Feet	475				
Alternative 2- Abandon Existing Wells by Over-Drilling and Backfilling (Compl	Feet	475				
TOTAL COST (ABA	NDONM	ENT ALTE	RNATIVE 1)			
TOTAL COST (ABA	NDONM	ENT ALTE	RNATIVE 2)			

^{*}Lump sum

Request for Proposals-Exhibit C

Installation of Monitoring Wells and Abandonment of Existing Monitoring Wells at the Big Oak Flat (Groveland) Landfill